

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

**Great Lakes Packers, Inc., et al.,**

**Plaintiffs,**

**vs.**

**P.K. Produce, Inc., et al.,**

**Defendants.**

**Case No. 1:18cv2754 (lead case)**

**1:18cv2849**

**1:18cv2906**

**1:19cv1673**

**Judge Pamela A. Barker**

**AMENDED STIPULATION FOR JUDGMENT AGAINST DEFENDANTS, DEBRA KASAPIS, SIPASAK PROPERTIES, LLC, MAGNUM EXPRESS TRUCKING, INC.,  
AND STRIKE ZONE LANES, LLC**

Plaintiffs, Great Lakes Packers, Inc.; Keith Connell, Inc.; C.H. Robinson Worldwide, Inc.; Original Produce Distributing, Inc.; The Players Sales, Inc.; The Midwest's Best Produce Company; Victory Farm Sales, LLC; and B & D Produce Sales, LLC, together with Intervening Plaintiff, Farm-Wey Produce, Inc. (collectively, the "Settling Plaintiffs"<sup>1</sup>) and Defendants, Debra Kasapis, Sipasak Properties, LLC, Magnum Express Trucking, Inc., and Strike Zone Lanes, LLC (collectively, the "Debra Parties") file this Amended Stipulation for Judgment to resolve the Settling Plaintiffs' pending claims against pending against the Debra Parties, only.

**RELEVANT PROCEDURAL HISTORY**

**A. C.H. Robinson Plaintiffs' Third Amended Complaint [DE 104]**

1. On March 20, 2020, Plaintiffs, C.H. Robinson Worldwide, Inc.; Original Produce Distributing, Inc.; The Players Sales, Inc.; The Midwest's Best Produce Company

---

<sup>1</sup> Plaintiff, R & R Ag Consulting, Inc. f/k/a R & R Produce, Inc. is not a party to this Amended Stipulation.

d/b/a Midwest Best Produce; and Victory Farm Sales, LLC (collectively, the “C.H. Robinson Plaintiffs”) filed their Third Amended Complaint, seeking damages totaling \$193,212.55, plus interest at either 18% per year or 6% per year, and attorneys’ fees and costs per contract, as follows:

Count	Description	Defendants <sup>2</sup>
1	Failure to Maintain PACA Trust	P.K. Produce
2	Dissipation of Trust Assets	P.K. Produce, Paul, and Debra
3	Failure to Account and Pay for Produce	P.K. Produce, Paul, and Debra
4	Breach of Fiduciary Duty/Non-Dischargeability	P.K. Produce, Paul, and Debra
5	Breach of Contract for Unpaid Invoices/Action on Account	P.K. Produce
6	Unlawful Retention of PACA Trust Assets/Conversion/Disgorgement	Sipasak Properties
7	Unlawful Retention of PACA Trust Assets/Conversion/Disgorgement	Magnum Express
8	Unlawful Retention of PACA Trust Assets/Conversion/Disgorgement	3D Logistics
9	Unlawful Retention of PACA Trust Assets/Conversion/Disgorgement	Strike Zone
10	Unlawful Retention of PACA Trust Assets/Conversion/Disgorgement	Trust
11	Interest and Attorneys’ Fees	All Defendants

2. On April 22, 2020, Defendant, P.K. Produce, Inc., together with the Debra Parties filed an Answer and Affirmative Defenses to the C.H. Robinson Plaintiffs’ Third Amended Complaint. *[DE 139]*.

---

<sup>2</sup> The C.H. Robinson Plaintiffs brought claims against the following Defendants: P.K. Produce, Inc. (“P.K. Produce”); Paul Kasapis (“Paul”); Debra (“Debra”); Sipasak Properties, LLC, f/k/a Kasapis Properties, LLC (“Sipasak Properties”); Magnum Express Trucking, Inc. (“Magnum”); 3D Logistics, LLC (“3D Logistics”); Strike Zone Lanes, LLC; and the Kasapis Family Irrevocable Intervivos Trust dated April 6, 2003, with Kathy S. Bushway as Trustee (the “Trust”).

**B. Great Lakes Plaintiffs' Amended Complaint [DE 105].**

3. On March 22, 2020, Plaintiffs, Great Lakes Packers, Inc. and Keith Connell, Inc. (collectively, the "Great Lakes Plaintiffs") filed their Amended Complaint, seeking damages totaling \$102,353.25 plus interest at either 6% per year or 18% per year, respectively, and attorneys' fees and costs per contract or statute, as follows:

Count	Description	Defendants <sup>3</sup>
1	Breach of Contract	P.K. Produce
2	Declaratory Relief Validating PACA Trust Claim	All Defendants
3	Enforcement of Payment from PACA Trust Assets	P.K. Produce
4	Failure to Maintain PACA Trust Assets and Creation of Common Fund	P.K. Produce
5	Failure to Promptly Pay	P.K. Produce
6	Breach of Fiduciary Duty to PACA Trust Beneficiaries	Paul and Debra
7	Unlawful Retention of PACA Trust Assets	Paul
8	Unlawful Retention of PACA Trust Assets	Debra
9	Unlawful Retention of PACA Trust Assets	Sipasak Properties
10	Unlawful Retention of PACA Trust Assets	Trust
11	Unlawful Retention of PACA Trust Assets	3D Logistics
12	Unlawful Retention of PACA Trust Assets	Magnum Express
13	Unlawful Retention of PACA Trust Assets	Strike Zone

4. On April 22, 2020, P.K. Produce and the Debra Parties filed an Answer and Affirmative Defenses to the Great Lakes Plaintiffs' First Amended Complaint. [DE 141]

**C. Farm-Wey Amended Complaint [DE 106]**

5. On March 22, 2020, Intervening Plaintiff, Farm-Wey Produce, Inc. ("Farm-Wey") filed its Amended Complaint, seeking damages totaling \$122,156.00, plus interest at 18% per year, and attorneys' fees and costs per contract, as follows:

---

<sup>3</sup> The Great Lakes Plaintiffs brought claims against the following Defendants: P.K. Produce; Paul; Debra; Sipasak Properties; the Trust; 3D Logistics; Magnum Express; and Strike Zone.

Count	Description	Defendants <sup>4</sup>
1	Breach of Contract	P.K. Produce
2	Failure to Pay Promptly	P.K. Produce
3	Declaratory Relief Validating PACA Trust Claim	All Defendants
4	Failure to Maintain PACA Trust Assets and Creation of Common Fund	All Defendants
5	Enforcement of Payment from PACA Trust Assets	All Defendants
6	Breach of Fiduciary Duty to PACA Trust Beneficiaries	P.K. Produce, Paul and Debra
7	Unlawful Retention of PACA Trust Assets	All Defendants
8	Interest and Attorneys' Fees	All Defendants

6. On April 22, 2020, P.K. Produce and the Debra Parties filed an Answer and Affirmative Defenses to the Farm-Wey Amended Complaint. *[DE 142]*.

**D. B & D Produce's First Amended Complaint *[DE 108]***

7. On March 23, 2020, Plaintiff, B & D Produce Sales, LLC ("B & D Produce") filed its First Amended Complaint, seeking damages totaling \$316,771.97, plus interest at 18% per year, and costs per statute, as follows:

Count	Description	Defendants <sup>5</sup>
1	Declaratory Relief Validating PACA Trust Claim	P.K. Produce
2	Enforcement of Payment from PACA Trust Assets	P.K. Produce
3	Violation of PACA: Failure to Maintain PACA Trust Assets and Creation of Common Funds	P.K. Produce
4	Violation of PACA: Failure to Pay Promptly	P.K. Produce
5	Breach of Contract	P.K. Produce
6	Breach of Fiduciary Duty to PACA Trust Beneficiaries	Paul and Debra
7	Conversion and Unlawful Retention of PACA Trust Assets	Paul and Debra
8	Unlawful Retention of PACA Trust Assets	Sipasa Properties
9	Unlawful Retention of PACA Trust Assets	Magnum Express
10	Unlawful Retention of PACA Trust Assets	3D Logistics
11	Unlawful Retention of PACA Trust Assets	Strike Zone
12	Unlawful Retention of PACA Trust Assets	Trust

<sup>4</sup> Farm-Wey brought claims against the following Defendants: P.K. Produce; Paul; Debra; Sipasa Properties; the Trust; 3D Logistics; Magnum Express; and Strike Zone.

<sup>5</sup> B & D Produce brought claims against the following Defendants: P.K. Produce; Paul; Debra; Sipasa Properties; Magnum Express; 3D Logistics; Strike Zone; and the Trust.

8. On April 22, 2020, P.K. Produce and the Debra Parties filed an Answer and Affirmative Defenses to the B & D Produce's First Amended Complaint. [DE 140].

9. On October 6, 2020, this Court entered an Order on the Joint Motion for Entry of an Order Determining Validity and Extend of PACA Trust Claims, opposed by Defendants, concluding that the Settling Plaintiffs have valid PACA Trust claims totaling \$1,012,068.47 (inclusive of the principal balance and interest, only) against P.K. Produce, calculated as follows:

<b>PACA Claimant</b>	<b>Amount</b>
Great Lakes Packers, Inc.	\$ 75,574.99
Keith Connell, Inc.	\$ 51,148.07
C.H. Robinson Worldwide, Inc.	\$ 45,313.01
Original Produce Distributing, Inc.	\$ 13,056.67
The Players Sales, Inc.	\$ 132,727.05
The Midwest's Best Produce Company	\$ 31,185.01
Victory Farm Sales, LLC	\$ 33,935.58
B & D Produce Sales, LLC	\$ 451,204.78
Farm-Wey Produce, Inc.	\$ 177,923.31
Total:	\$1,012,068.47

*The October 6, 2020, Order, pgs. 24-25 [DE 186].*

10. On June 2, 2021, this Court entered an Order on the Joint Motion for Partial Summary Judgment, opposed by Defendants, concluding that:

- Debra was personally liable for the Settling Plaintiffs' PACA trust claims, and
- The Debra Parties must disgorge the following amounts in PACA trust assets received by them, as follows;

<b>Defendant</b>	<b>Amount</b>
Debra	\$131,221.10
Sipasak Properties	\$ 10,350.00
Magnum Express	\$ 58,245.50

Strike Zone	\$ 2,893.04
-------------	-------------

*The June 2, 2021, Order, pgs. 14-49 [DE 195].*

### **STIPULATION FOR JUDGMENT**

#### **A. Debra Kasapis.**

1. Debra Kasapis violated the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-499t by failing to maintain PACA trust assets and pay the Settling Plaintiffs promptly under 7 U.S.C. §§499b(4) and e(c)(2).

2. At all times material to this case, Debra Kasapis was in a position to control and exercised control over the PACA trust assets of PK Produce, Inc. Debra Kasapis breached the fiduciary duties imposed upon her by the Perishable Agricultural Commodities Act of 1930 and federal common law.

3. The Settling Plaintiffs and the Debra Parties stipulate to a Judgment on the Settling Plaintiffs' respective Complaints as follows:

- (a) On Count 4 of the C.H. Robinson Plaintiffs' Third Amended Complaint,
- Judgment is entered in favor of C.H. Robinson Worldwide, Inc. and against Debra Kasapis in the total amount of \$45,313.01, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of Original Produce Distributing, Inc. and against Debra Kasapis in the total amount of \$13,056.67, plus post-judgment interest, all of which qualifies for protection

under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

- Judgment is entered in favor of The Players Sales, Inc. and against Debra Kasapis in the total amount of \$132,727.05, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
- Judgment is entered in favor of The Midwest's Best Produce Company and against Debra Kasapis in the total amount of \$31,185.01, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Victory Farm Sales, LLC and against Debra Kasapis in the total amount of \$33,935.58, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

(b) On Count 8 of the Great Lakes Plaintiffs' Amended Complaint,

- Judgment is entered in favor of Great Lakes Packers, Inc. and against Debra Kasapis in the total amount of \$75,574.99, post-judgment interest, all of which qualifies for protection under

PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and

- Judgment is entered in favor of Keith Connell, Inc. and against Debra Kasapis in the total amount of \$51,148.07, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(c) On Count 6 of the Farm-Wey Amended Complaint,

- Judgment is entered in favor of Farm-Wey Produce, Inc. and against Debra Kasapis in the total amount of \$177,923.31, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(d) On Count 6 of the B & D Produce's First Amended Complaint,

- Judgment is entered in favor of B & D Produce Sales, LLC and against Debra Kasapis in the total amount of \$451,204.78, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.



4. All remaining claims against Debra Kasapis in the C.H. Robinson Plaintiffs' Third Amended Complaint [DE 104], Great Lakes Plaintiffs' Amended Complaint [DE 105], Farm-Wey Amended Complaint [DE 106], and B & D Produce's First Amended Complaint [DE 108] are dismissed without prejudice.

**B. Sipasak Properties, LLC.**

5. The Settling Plaintiffs and Sipasak Properties, LLC stipulate a Judgment in the amount of *pro-rata* shares of the \$10,350.00 in PACA trust assets wrongfully received by Sipasak Properties, LLC, as follows:

- (a) On Count 6 of the C.H. Robinson Plaintiffs' Third Amended Complaint,
- Judgment is entered in favor of C.H. Robinson Worldwide, Inc. and against Sipasak Properties, LLC in the total amount of \$393.55 plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of Original Produce Distributing, Inc. and against Sipasak Properties, LLC in the total amount of \$113.40, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of The Players Sales, Inc. and against Sipasak Properties, LLC in the total amount of \$1,152.75, plus post-judgment interest, all of which qualifies for protection

under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

- Judgment is entered in favor of The Midwest's Best Produce Company and against Sipasak Properties, LLC in the total amount of \$270.85, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Victory Farm Sales, LLC and against Sipasak Properties, LLC in the total amount of \$294.74, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

(e) On Count 9 of the Great Lakes Plaintiffs' Amended Complaint,

- Judgment is entered in favor of Great Lakes Packers, Inc. and against Sipasak Properties, LLC in the total amount of \$656.38, post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Keith Connell, Inc. and against Sipasak Properties, LLC in the total amount of \$444.23, plus post-judgment interest, all of which qualifies for protection under

PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(f) On Count 7 of the Farm-Wey Amended Complaint,

- Judgment is entered in favor of Farm-Wey Produce, Inc. and against Sipasak Properties, LLC in the total amount of \$1,545.29, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(g) On Count 8 of the B & D Produce's First Amended Complaint,

- Judgment is entered in favor of B & D Produce Sales, LLC and against Sipasak Properties, LLC in the total amount of \$3,918.77, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

6. All remaining claims against Sipasak Properties, LLC in the C.H. Robinson Plaintiffs' Third Amended Complaint [*DE 104*], Great Lakes Plaintiffs' Amended Complaint [*DE 105*], Farm-Wey Amended Complaint [*DE 106*], and B & D Produce's First Amended Complaint [*DE 108*] are dismissed without prejudice.

**C. Magnum Express Trucking, Inc.**

7. The Settling Plaintiffs and Magnum Express Trucking, Inc. stipulate a Judgment in the amount of *pro-rata* shares of the \$58,245.50 in PACA trust assets wrongfully received by Magnum Express Trucking, Inc., as follows:

- (a) On Count 7 of the C.H. Robinson Plaintiffs' Third Amended Complaint,
- Judgment is entered in favor of C.H. Robinson Worldwide, Inc. and against Magnum Express Trucking, Inc. in the total amount of \$2,214.73 plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of Original Produce Distributing, Inc. and against Magnum Express Trucking, Inc. in the total amount of \$638.16, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of The Players Sales, Inc. and against Magnum Express Trucking, Inc. in the total amount of \$6,487.21, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
  - Judgment is entered in favor of The Midwest's Best Produce Company and against Magnum Express Trucking, Inc. in the total

amount of \$1,524.21, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and

- Judgment is entered in favor of Victory Farm Sales, LLC and against Magnum Express Trucking, Inc. in the total amount of \$1,658.65, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

(b) On Count 12 of the Great Lakes Plaintiffs' Amended Complaint,

- Judgment is entered in favor of Great Lakes Packers, Inc. and against Magnum Express Trucking, Inc. in the total amount of \$3,693.83, post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Keith Connell, Inc. and against Magnum Express Trucking, Inc. in the total amount of \$2,499.93, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(c) On Count 7 of the Farm-Wey Amended Complaint,

- Judgment is entered in favor of Farm-Wey Produce, Inc. and against Magnum Express Trucking, Inc. in the total amount of

\$8,696.24, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(d) On Count 9 of the B & D Produce's First Amended Complaint,

- Judgment is entered in favor of B & D Produce Sales, LLC and against Magnum Express Trucking, Inc. in the total amount of \$22,053.23, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

8. All remaining claims against Magnum Express Trucking, Inc. in the C.H. Robinson Plaintiffs' Third Amended Complaint [DE 104], Great Lakes Plaintiffs' Amended Complaint [DE 105], Farm-Wey Amended Complaint [DE 106], and B & D Produce's First Amended Complaint [DE 108] are dismissed without prejudice.

**D. Strike Zone Lanes, LLC**

9. The Settling Plaintiffs and Strike Zone Lanes, LLC stipulate a Judgment in the amount of *pro-rata* shares of the \$2,893.04 in PACA trust assets wrongfully received by Strike Zone Lanes, LLC, as follows:

- (a) On Count 9 of the C.H. Robinson Plaintiffs' Third Amended Complaint,
- Judgment is entered in favor of C.H. Robinson Worldwide, Inc. and against Strike Zone Lanes, LLC in the total amount of

\$110.01, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

- Judgment is entered in favor of Original Produce Distributing, Inc. and against Strike Zone Lanes, LLC in the total amount of \$31.70, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
- Judgment is entered in favor of The Players Sales, Inc. and against Strike Zone Lanes, LLC in the total amount of \$322.22, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,
- Judgment is entered in favor of The Midwest's Best Produce Company and against Strike Zone Lanes, LLC in the total amount of \$75.71, plus post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Victory Farm Sales, LLC and against Strike Zone Lanes, LLC in the total amount of \$82.38, plus post-judgment interest, all of which qualifies for protection

under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

(b) On Count 13 of the Great Lakes Plaintiffs' Amended Complaint,

- Judgment is entered in favor of Great Lakes Packers, Inc. and against Strike Zone Lanes, LLC in the total amount of \$183.47, post-judgment interest, all of which qualifies for protection under PACA, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue, and
- Judgment is entered in favor of Keith Connell, Inc. and against Strike Zone Lanes, LLC in the total amount of \$124.17, plus post-judgment interest, all of which qualifies for protection under PACA, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(c) On Count 7 of the Farm-Wey Amended Complaint,

- Judgment is entered in favor of Farm-Wey Produce, Inc. and against Strike Zone Lanes, LLC in the total amount of \$431.94, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue,

(d) On Count 11 of the B & D Produce's First Amended Complaint,



- Judgment is entered in favor of B & D Produce Sales, LLC and against Strike Zone Lanes, LLC in the total amount of \$1,095.38, plus post-judgment interest, all of which qualifies for protection under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§499a-t, until satisfied, for which let execution issue.

10. All remaining claims against Strike Zone Lanes, LLC in the C.H. Robinson Plaintiffs' Third Amended Complaint *[DE 104]*, Great Lakes Plaintiffs' Amended Complaint *[DE 105]*, Farm-Wey Amended Complaint *[DE 106]*, and B & D Produce's First Amended Complaint *[DE 108]* are dismissed without prejudice.

SIGNATURES ON NEXT PAGE

STIPULATED BY THE PARTIES ON SEPTEMBER 16, 2022

MARTYN AND ASSOCIATES CO.

STOKES LAW OFFICE, LLP

By: /s/ Mark A. Amendola

Mark A. Amendola, Esq.  
Ohio Bar No. 0042645  
820 W. Superior Avenue, Tenth Floor  
Cleveland, Ohio 44113  
Telephone: (216) 861-4700  
Facsimile: (216) 861-4703  
E-mail: mamendola@martynlawfirm.com

*Attorney for Plaintiffs C.H. Robinson  
Worldwide, Inc., Original Produce  
Distributing, Inc.; The Players Sales, Inc.;  
The Midwest's Best Produce Company;  
Victory Farm Sales, LLC*

By: /s/ Craig A. Stokes

Craig A. Stokes, Esq.  
Ohio Bar No. 091824  
P.O. Box 6909  
San Antonio, Texas 78209  
Telephone: (210) 742-2789  
E-mail: cstokes@stokeslawoffice.com

*Attorney for Plaintiff B&D Produce Sales,  
LLC*

MEUERS LAW FIRM, P.L.

ARGIE, D'AMICO & VITANTONIO

By: /s/ Steven M. De Falco

Steven M. De Falco (Pro Hac Vice)  
5395 Park Central Court  
Naples, Florida 34109  
Telephone: (239) 513-9191  
E-mail: sdefalco@meuerslawfirm.com

*Attorney for Plaintiffs Great Lakes Packers,  
Inc. and Keith Connell, Inc. and Intervening  
Plaintiff, Farm-Wey Produce, Inc.*

By: /s/ George J. Argie

George J. Argie, Esq.  
Ohio Bar No. 0034219  
6449 Wilson Mills Road  
Mayfield Village, Ohio 44143  
Telephone: (440) 449-3333  
Fax: (440) 449-4031  
E-mail: george@advattys.com

*Attorney for Defendants, Debra Kasapis,  
Sipasak Properties, LLC, Magnum Express  
Trucking, Inc., and Strike Zone Lanes, LLC*

### **CERTIFICATE OF SERVICE**

A copy of the foregoing was electronically filed and served to all counsel of record through the Court's ECF system this 16<sup>th</sup> day of September, 2022.

By: /s/ Steven M. De Falco  
Steven M. De Falco